

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R7-03-10366		4. TYPE OF SOLICITATION [] SEALED BID (FB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
U.S. EPA Region 7 901 N. 5th Street RFMB/AAMS Kansas City, KS 66101				U.S. EPA Region 7 901 N. 5th Street RFMB/AAMS Kansas City, KS 66101			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until <u>03:00 PM</u> local time <u>1/9/2004</u> (Hour) (Date)			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:		A. NAME MARIE D. NOEL	
		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 913	
		NUMBER 551-7176	
		EXT.	
		C. E-MAIL ADDRESS noel.marie@epa.gov	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable**STANDARD FORM 33 (REV. 9-97)**
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 TOTAL CONTRACT VALUE INCLUSIVE OF OPTIONS**

The total contract price, inclusive of all possible performance incentives and options is _____. The 2 Year Base Period price of the contract, inclusive of all possible performance incentives is _____. Option Period I price, inclusive of all possible performance incentives is _____. Option Period II price, inclusive of all possible performance incentives is _____. Option Period III price, inclusive of all possible performance incentives is _____.

B.2 PRICING SCHEDULE**BASE PERIOD**

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	MONTHLY PRICE	24	MONTHS	\$ _____	\$ _____
0002	TRAVEL	NTE			\$ <u>2,400.00</u>
0003	INCENTIVE- _____CUSTOMER SAT.	8	QUARTERS	\$ _____	\$ _____
0004	INCENTIVE- _____SPECIAL COLLECT.	8	QUARTERS	\$ _____	\$ _____
0005	NEGATIVE INCENTIVE- CUSTOMER SAT.	24	MONTHS	\$ (_____)	\$ (_____)
0006	NEGATIVE INCENTIVE- RECORDS SECURITY	24	MONTHS	\$ (_____)	\$ (_____)
0007	NEGATIVE INCENTIVE- RECORDS PROCESSING & MAINTENANCE ACCURACY	24	MONTHS	\$ (_____)	\$ (_____)

OPTION PERIOD 1

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	MONTHLY PRICE	12	MONTHS	\$ _____	\$ _____
1002	TRAVEL	NTE			\$ <u>1,200.00</u>

1003	INCENTIVE- _____ CUSTOMER SAT.	12	QUARTERS	\$ _____	\$ _____
1004	INCENTIVE- _____ SPECIAL COLLECT.	12	QUARTERS	\$ _____	\$ _____
1005	NEGATIVE INCENTIVE- CUSTOMER SAT.	12	MONTHS	\$ (_____)	\$ (_____)
1006	NEGATIVE INCENTIVE- RECORDS SECURITY	12	MONTHS	\$ (_____)	\$ (_____)
1007	NEGATIVE INCENTIVE- RECORDS PROCESSING & MAINTENANCE ACCURACY	12	MONTHS	\$ (_____)	\$ (_____)

OPTION PERIOD 2

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001	MONTHLY PRICE	12	MONTHS	\$ _____	\$ _____
2002	TRAVEL	NTE			\$ <u>1,200.00</u>
2003	INCENTIVE- _____ CUSTOMER SAT.	12	QUARTERS	\$ _____	\$ _____
2004	INCENTIVE- _____ SPECIAL COLLECT.	12	QUARTERS	\$ _____	\$ _____
2005	NEGATIVE INCENTIVE- CUSTOMER SAT.	12	MONTHS	\$ (_____)	\$ (_____)
2006	NEGATIVE INCENTIVE- RECORDS SECURITY	12	MONTHS	\$ (_____)	\$ (_____)
2007	NEGATIVE INCENTIVE- RECORDS PROCESSING & MAINTENANCE ACCURACY	12	MONTHS	\$ (_____)	\$ (_____)

OPTION PERIOD 3

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	MONTHLY PRICE	12	MONTHS	\$ _____	\$ _____
3002	TRAVEL	NTE			\$ <u>1,200.00</u>
3003	INCENTIVE-	12	QUARTERS	\$ _____	\$ _____

_____	CUSTOMER SAT.				
3004	INCENTIVE- SPECIAL COLLECT.	12	QUARTERS	\$ _____	\$ _____
3005	NEGATIVE INCENTIVE- CUSTOMER SAT.	12	MONTHS	\$ (_____)	\$ (_____)
3006	NEGATIVE INCENTIVE- RECORDS SECURITY	12	MONTHS	\$ (_____)	\$ (_____)
3007	NEGATIVE INCENTIVE- RECORDS PROCESSING & MAINTENANCE ACCURACY	12	MONTHS	\$ (_____)	\$ (_____)

CLINS 0001, 1001, 2001, 3001, AND - REPRESENT THE MONTHLY FIXED PAYMENT DUE CONTRACTOR FOR SERVICES RENDERED IN PERFORMANCE OF THIS CONTRACT.

CLINS 0002, 1002, 2002, 3002, AND - REPRESENT COSTS ASSOCIATED WITH TRAVEL. CONTRACTOR SHALL INVOICE FOR THESE EXPENSES AT COST. SUPPORT DOCUMENTATION SHALL BE PROVIDED WITH INVOICE.

CLINS 0003, 1003, 2003, 3003, AND 0004, 1004, 2004, 3004, AND - REPRESENT THE INCENTIVE CLINS - PRICES ARE FIXED BUT CONTRACTOR IS NOT GUARANTEED PAYMENT OF THESE CLINS - INCENTIVE CLINS MUST BE EARNED AND PROJECT OFFICER APPROVAL OBTAINED IN ORDER FOR CONTRACTOR TO INVOICE FOR THESE AMOUNTS.

CLINS 0005, 1005, 2005, 3005, 0006, 1006, 2006, 3006, AND 0007, 1007, 2007, 3007, - REPRESENT THE NEGATIVE INCENTIVE CLINS - CREDIT AMOUNTS ARE FIXED BUT CONTRACTOR SHALL NOT BE ASSESSED THESE AMOUNTS UNLESS CONTRACT PERFORMANCE MEETS THE CRITERIA AS DEFINED IN THE PERFORMANCE WORK STATEMENT UNDER "NEGATIVE INCENTIVES".

B.3 FUNDING

At time of award, total funding for this contract is not available for obligation. As funds become available, modifications will be processed to increase the funding amount until the price of the contract is reached.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.211-79	OCT 2000	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime

contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor

shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

EPA Region 7
901 N. 5th Street
Kansas City, KS 66101

SECTION F - DELIVERIES OR PERFORMANCE**F.1 MONTHLY TECHNICAL REPORT**

The contractor shall furnish two (2) copies of a technical progress report each month. The report is due by the twenty-second (22nd) day of each month following the first complete month of the contract. The Technical Progress Report shall include a summary of the effort performed and state the number of performance incentive eligible tasks completed during the reporting period. Specific discussions shall include any difficulties encountered and the corrective action taken during the reporting period. It shall include an outline of anticipated activity and an estimate of progress to be made during the subsequent reporting period. Any anticipated changes in personnel shall also be included. See the Performance Work Statement (DELIVERABLES) for further specifics.

F.2 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from the effective date of award through 24 months thereafter inclusive of all required reports. Upon exercise of Option Period 1, the period of performance shall extend from the expiration of the Base Period through 12 months thereafter. Upon exercise of Option Period 2, the period of performance shall extend from the expiration of Option Period 1 through 12 months thereafter. Upon exercise of Option Period 3, the period of performance shall extend from the expiration of Option Period 2 through 12 months thereafter.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INTEREST ON OVERDUE PAYMENTS (EP 52.232-210) (APR 1984)

(a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to all invoices for the monthly fixed price under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts.

(b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

G.2 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer: Bonita Lewis

Contract Specialist(s) responsible for administering this contract:

Contract Specialist: Patricia Hawkins

Administrative Contracting Officer: Ron Stewart

G.3 PAYMENTS

The contractor shall invoice for the fixed monthly payment for service rendered each month. The invoice shall indicate the contract line item (CLIN) and timeframe covered by the invoice (examp. 11/16/03-12/15/03). Invoices for earned incentives shall be submitted on a quarterly basis after obtaining the Project Officer's approval, prior to submission to RTP for processing. Invoices for incentive payments shall also include the appropriate CLIN and the timeframe in which the incentive was earned. The contractor must meet incentive criteria for all 3 months of the quarter to be eligible for incentive payments based on quarters. The first quarter is complete at close of business 3 months after date of award.

G.4 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

NONE AT THIS TIME

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.209-76	OCT 2002	CONTRACTOR PERFORMANCE EVALUATIONS
1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
1552.235-71	APR 1984	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
1552.235-73	APR 1996	ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-76	APR 1996	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA)
1552.235-77	DEC 1997	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-78	DEC 1997	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-79	APR 1996	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

H.2 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)

The Government has the option to extend the term of this contract for three(3)additional period(s). If more than thirty (30)days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last thirty (30)days of the period of performance, the Government must provide to the Contractor written notification prior to that last thirty (30)day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
BASE PERIOD	2/16/04	2/15/06
OPTION PERIOD 1	2/16/06	2/15/07
OPTION PERIOD 2	2/16/07	2/15/08
OPTION PERIOD 3	2/16/08	2/15/09

(b) During the option periodS the Contractor shall provide the services described below:

SEE ATTACHMENT A - PERFORMANCE WORK STATEMENT

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

Prices will be adjusted annually based on the Service Contract Act Wage Determinations applicable to this acquisition. Prices will be increased/decreased to reflect the amount of change from the "old" to the "new" wage determination. The adjusted amount will be in effect for services performed in the contract year. No retroactive adjustments for interim wage determinations will be made. This adjustment will be the only escalation of prices in the contract, for any contract year.

H.3 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.4 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.5 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel: (on-site manager)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.6 SAFETY AND HEALTH STANDARDS COMPLIANCE (GSA T013) (JUL 1994)

The contractor shall be responsible for the safety and health of individuals as follows:

(1) The Contractor maintains full responsibility and liability for compliance with all applicable regulations pertaining to the protection of workers, visitors to the site and persons occupying adjacent areas. The Contractor holds the Government harmless against injury resulting from the failure on the Contractor's part, or on the part of the Contractor's employees or subcontractors to comply with any applicable safety or health regulation.

(2) If during the course of performance under this contract, the

Contractor suspects contact with hazardous or toxic materials/substances, such as asbestos, polychlorinated biphenyls (PCBs), explosives, or radioactive materials, as specified in Subparts H and Z of 29 CFR 1910 or Federal Standard 313, the Contractor shall immediately inform the Contracting Officer of these harmful materials/substances, their exact whereabouts, and the identity of those individuals who have been exposed to these materials/substances.

(3) The Contractor shall not disturb known or suspected harmful materials/substances but will take responsible measures to prevent exposure to individuals, pending receipt of direction from the Contracting Officer. The Contracting Officer will coordinate any necessary action with the Contracting Officer's Technical Representative (COTR) and GSA's Public Buildings Service (PBS).

H.7 PUBLIC COMMUNICATION

The contractor shall not represent itself as EPA to outside parties. To maintain public trust and not mislead the public, the contractor shall, when communicating with outside parties, at the outset of any communications concerning all matters relating to the performance of this contract, explain that it is an Agency contractor. In addition, the contractor shall display on their person an identification badge that clearly states that he/she is an EPA contractor when on-site and when off-site if their "attendance" is related to providing services under this contract.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND

		COPYRIGHT INFRINGEMENT
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I.2 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 work days of contract expiration.

I.3 SECTION 8(A) DIRECT AWARD (FAR 52.219-70XX) (JUN 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the EPA. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Small Business Administration
323 W. Eighth, Suite 501
Kansas City, MO 64105

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

I.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class

Monetary Wage-
Fringe Benefits

General Clerk III
General Clerk IV
Computer Operator III

I.5 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offers shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor _____ and the _____ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.6 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

ATTACHMENT A - PERFORMANCE WORK STATEMENT

ATTACHMENT B - WAGE DETERMINATION 94-2307 (KANSAS CITY)

ATTACHMENT C - STANDARD OPERATING PROCEDURES MANUAL

ATTACHMENT D - RECORDS MANAGEMENT HANDBOOK

ATTACHMENT 3 - PAST PERFORMANCE QUESTIONNAIRE

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-22	FEB 1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-25	APR 1984	AFFIRMATIVE ACTION COMPLIANCE
52.223-4	OCT 1997	RECOVERED MATERIAL CERTIFICATION
52.223-13	JUN 2003	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
1552.204-70	JAN 2001	BUSINESS OWNERSHIP REPRESENTATION
1552.209-72	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
1552.224-70	APR 1984	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT

K.2 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$6M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged

business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38

U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.3 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this

solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.4 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
1552.214-70	APR 1984	PAST PERFORMANCE

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a performance based, Fixed-Price with Incentives contract resulting from this solicitation. Fixed prices will be subject to possible annual adjustment due to Service Contract Act wage determination fluctuation.

L.3 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Marie D. Noel

Hand-Carried Address:

U.S. EPA Region VII
901 N. 5th Street
Kansas City, KS 66101

Mailing Address:

U.S. EPA Region VII
901 N. 5th Street, ATTN: RFMB
Kansas City, KS 66101

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

L.5 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of February 16, 2004.

L.6 PROPOSAL INSTRUCTIONS

An original + 5 copies of both the technical proposal and the cost proposal shall be submitted.

Cost Proposal

These instructions are to assist you in submitting information required to evaluate the reasonableness and realism of your proposed price. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the offeror. Cost information for this procurement is limited to the contractor's direct labor rates, indirect rates, and other elements required by the Government to establish cost realism.

Offeror shall clearly state the number of employees proposed and their applicable labor category. The actual labor rate paid as well as any applicable overheads shall be indicated. In addition, a "roll-up" which states the proposed monthly price shall be provided.

All incentive and negative incentive CLIN prices will be calculated based on the awarded monthly price.

Award of the contract may be made without discussions. Price is slightly less important than the overall technical score. A best value determination will be made.

Technical Proposal

Offerors shall provide a narrative for each of 5 criteria: Specialized Experience and Technical Competence, Past Performance, Capacity, Professional Qualifications, and Management Ability. Each criterion's narrative is limited to 5 sheets of paper (doublesided allowed), 8 ½ x11", with no less than ½" margins (top, bottom, left, right), and no less than 11 point character size type. The submittal may be single-spaced, contain text, charts, and graphs as long as it remains within the 5 page limitation.

Offers shall be either hand-carried or mailed to: EPA Region 7, 901 N. 5th Street, Attn: RFMB/Marie Noel, Kansas City, KS 66101. To be considered, offers must be received no later than the date and time specified in Block 9 of the SF33.

L.7 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$25,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications

include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.8 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal conference at EPA Region 7, 901 N. 5th Street, Kansas City, KS 66101 on December 16, 2003 at: 10:00 am. A tour of the Records Center facility will be provided as part of the conference.

Offerors planning to attend the conference should provide written notification via email to the contracting officer at least 2 calendar days prior to the conference date. Email address: noel.marie@epa.gov

L.9 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to Marie Noel, email address: noel.marie@epa.gov. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. All questions received prior to the pre-proposal conference will be answered at that time. EPA will post questions and answers which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.10 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be

business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.11 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: 8(a)

Percent of the set-aside: Total

(b) 8(a) Program: Applicable

L.12 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.13 ANNOUNCEMENT OF AWARD (ADP A280-955) (APR 1993)

After having notified the successful offeror and all other participating offerors, announcement of the Contract award will be posted to the internet at the same address of the solicitation's posting.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION AND SELECTION PROCEDURES

A Technical Evaluation Panel (TEP) will be convened to evaluate the offers received under this solicitation. Offerors will be evaluated and scored on 5 criteria, weighted as follows : Specialized Experience and Technical Competence, followed by Past Performance, then, of equal importance is Capacity, Professional Qualifications, and Management Ability. Narratives, prepared in accordance with the clause entitled PROPOSAL INSTRUCTIONS, should address the following areas:

Specialized Experience and Technical Competence - Experience in records management services related to CERCLA and to EPA records in general; familiarity with file plans; records disposition and retirement; management of confidential and sensitive materials; FOIA requests; transfer of documents to and retrieval from alternate storage media; proficiency with databases such as Domino.Doc, dBASE, SDMS, RDMS, WISDMS, Box base, clipper

Past Performance - Provide examples of projects performed including major tasks, contract number, contact information, and dollar value of each project or contract. Information received under this category will be verified with offeror's current and previous customers regarding the level of performance, including quality of service, responsiveness, and compliance with performance

schedules. Projects and/or contracts considered shall have been performed within the last 3 years.

Capacity - Current and projected workload commitments, the company's ability to provide available, experienced and trained personnel adequate for the stated volume of work. Demonstration of the ability to access resources in a timely manner.

Professional Qualifications - Offeror shall demonstrate educational, technical and management experience and skills required to successfully implement the Statement of Work and which demonstrates experience in the management of programs of similar scope and complexity.

Management Ability - Offeror shall demonstrate the ability to select the appropriate staffing for all elements of the statement of work; the ability to manage the work performed with minimal government oversight and respond to various contract requests. In addition, offeror shall demonstrate the ability to deliver and comply with the contract reporting requirements.

For this acquisition, overall technical experience and ability is slightly more important than price. Award may be made without discussions. Award will be made to the offeror whose proposal offers the best value overall to the EPA.

M.3 METHOD OF AWARD (ADP A270-011) (SEP 1988)

Award will be made to the responsive responsible offeror whose proposal is most advantageous to the Government, price and other factors considered. Proposals shall be evaluated based upon the technical factors and subfactors described, and for price reasonableness. Prior to being evaluated in terms of the technical factors and subfactors, proposals must meet the requirements set forth in section C, and be compliant with the terms and conditions of this solicitation. Offerors proposed costs will be considered independently of the technical criteria and will not of themselves be accorded any specific numerical rating. If there are no significant technical differences among offerors, cost alone will be the determining factor for source selection.

Award may be made without holding discussions.